

Form 210A (10/06)

**United States Bankruptcy Court  
District of Delaware**

**In re: W. R. Grace & Co., et al.,**

**Case No. 01-01139 et al. (Jointly  
Administered under Case No. 01-01139)**

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**Name of Transferee:**

**Fair Harbor Capital, LLC  
As assignee of Delta Plumbing Inc.**

**Name of Transferor:**

**Delta Plumbing Inc.**

Name and Address where notices to transferee  
should be sent:

**Fair Harbor Capital, LLC  
875 Avenue of the Americas  
Suite 2305  
New York, NY 10001**

Court Claim # (if known): #394  
Amount of Claim: \$2523.00  
Date Claim Filed:

Name and Address of Transferor:

**Delta Plumbing Inc.  
Timothy Todd Irvin  
PO Box 975  
Jonesboro, GA 30237**

Phone: 212 967 4035  
Last Four Digits of Acct #: n/a

Phone:  
Last Four Digits of Acct. #: n/a

Name and Address where transferee payments  
should be sent (if different from above):

Phone: n/a  
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Fredric Glass Date: October 24, 2007  
Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**~DEADLINE TO OBJECT TO TRANSFER~**

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Court



08/22/2007 15:43

08/22/2007 15:11

CHARLES J DRIEBE  
DELTA PLUMBING INC

PAGE 84/84

PAGE 04

Assignor hereby (irrevocably) appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignee agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers in Assignee's sole opinion. Assignor shall have no obligation to prove or defend the Claim's validity or amount in the Proceedings. Assignee agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim, and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and all other steps.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignee on account of the Claim, whether in the form of cash, securities, instruments or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsement or document necessary to transfer such property to Assignee.

If Assignor fails to deposit the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignee and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such reassignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

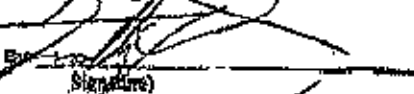
This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and agrees to waive all jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of such process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

#### CONSENT AND WAIVER & CONSENT AND WAIVER

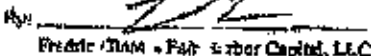
Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (a) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may subsequently transfer the Claim back to Assignor if due diligence is not satisfactory, in Assignor's sole and absolute discretion pursuant to Rule 3001 (e) of the FRBP. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, within sixty (60) days both Assignor and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to file any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 21<sup>st</sup> day of August, 2007.

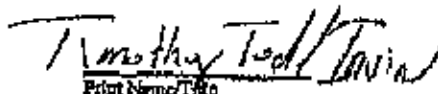
Delta Plumbing Inc.



Signature



Eric Blum - President/Owner, LLC



Timothy Ted/Tina

Telephone #

WR Grace 31-01140